

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant	Anderson, Hibey, Nauheim & Blair 1708 New Hampshire Ave., NW Washington, D.C. 20009	2. Registration No.	3208
3. Name of foreign principal	FII Fyffes plc	4. Principal address of foreign principal	1 Beresford Street Dublin 7, Ireland

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. N/A
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address N/A
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

The Foreign Principal is engaged in the international exportation and importation of fresh produce.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal..... Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

To the best of our knowledge, the Foreign Principal is a public corporation organized under the laws of Ireland, and is owned and controlled by its shareholders and directors.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A
May 22, 1990

Name and Title
Robert A. Blair
Managing Partner

Signature
Robert A. Blair

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Anderson, Hibey, Nauheim & Blair	FJI Pyffes plc

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant has been retained to provide legal services and other professional assistance in connection with the Foreign Principal's dispute with Honduran subsidiaries of Chiquita Brands regarding banana exports from Honduras. In the United States, the Registrant may contact U.S. Government officials to present the views of the Foreign Principal and to solicit the assistance of the U.S. Government in connection with the Honduran dispute.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Response to Item 4.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Response to Item 4.

Date of Exhibit B
May 22, 1990

Name and Title
Robert A. Blair
Managing Partner

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ANDERSON, HIBEY, NAUHEIM & BLAIR

1708 NEW HAMPSHIRE AVENUE, N.W.

WASHINGTON, D.C. 20009

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March 27, 1990

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A PARTNERSHIP INCLUDING
PROFESSIONAL CORPORATIONS

Mr. Neil V. McCann
Chairman and Chief Executive
FII Fyffes plc
c/o 1 Beresford Street
Dublin 7, Ireland

Dear Mr. McCann:

This letter is to set forth the agreement concerning the retention of this firm by FII Fyffes plc ("Fyffes") to provide legal services and other professional assistance in connection with Fyffes Group Limited's dispute with Tela Railroad Company, a subsidiary of Chiquita International Trading Company/United Brands in Honduras, and to provide legal services with respect to such other matters as you may refer to us from time to time.

In consideration of the firm's agreement to provide legal services to Fyffes, Fyffes will compensate the firm by payment of fees which take into account the time involved, the standard billing rate set by the firm from time to time for each of the attorneys, paralegals and other professionals performing the services and the value of the services rendered. (A current listing of the billing rates of the professionals likely to be providing assistance is attached to this letter for your information.) In addition, the firm also will be entitled to reimbursement for expenses and disbursements incurred on behalf of Fyffes in connection with the firm's services such as telephone, postage, duplication, telecopying, word processing, delivery and transportation, computerized legal research, secretarial overtime, other out-of-pocket expenses and the like. No extraordinary expenses (such as for the retention of consultants or foreign travel) will be incurred without your prior approval. Contemporaneously with the execution of this agreement, Fyffes will deliver to the firm an initial retainer of \$10,000, which will be applied against our monthly statements.

Fyffes and the firm recognize that the urgent situation in Honduras does not permit a set budget to be established at this time, but the firm undertakes to notify Fyffes when the fees (excluding disbursements) reach \$25,000 so that Fyffes can determine whether the efforts should continue and if so, at what level. The firm will not proceed beyond the \$25,000 level without the agreement of Fyffes. Fyffes and the firm agree that should litigation be required, that separate discussion and agreement will be reached concerning the fee agreement for such work.

Page Two

Statements for services and disbursements will be rendered monthly and are due and payable upon receipt. Finance charges at the rate of one percent per month will be applied to amounts not paid within thirty (30) days of the statement date.

This agreement shall be effective as of March 26, 1989, the date on which services commenced, and insofar as it relates to services not already performed, may be terminated at any time by either party upon thirty (30) days' notice. Its terms and conditions may be re-examined and amended at any time, should the parties so agree.

Please execute the enclosed copy of this letter under the word "Accepted," and return it to me, along with a check for the initial retainer of \$10,000.

Very truly yours,

ANDERSON, HIBEY, NAUHEIM & BLAIR

By: Robert A. Blair

Robert A. Blair

ACCEPTED:

FII Fyffes plc

By: [Signature]

Date: 27th March '90